



PHILIP L. BROWNING
Director

**County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 04, 2013

25 June 4, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT NUMBER SIX TO
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES CONTRACT
NUMBER 76862 WITH PACIFIC TOXICOLOGY LABORATORIES**

SUBJECT

The Department of Children and Family Services (DCFS) seeks to extend the Urine Sample Collection for Drug and Alcohol Testing Services, Contract Number 76862, with Pacific Toxicology Laboratories (PTL) for one year, effective July 1, 2013, through June 30, 2014. The extension will allow DCFS time to complete an Invitation for Bids (IFB) for drug and alcohol testing services. The current contract expires on June 30, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and execute the attached Amendment Number Six (Attachment A) to the Urine Sample Collection for Drug and Alcohol Testing Services, Contract Number 76862, to extend the term of the contract for one year, effective July 1, 2013, through June 30, 2014. The total cost to extend this contract for one year is \$1,540,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contract with PTL will expire on June 30, 2013. The recommended action to extend the contract for one year will enable DCFS to continue providing drug and alcohol testing services while completing a new competitive solicitation.

Prior to this request, the Board approved a request to extend the contract for one year to implement the Project Screening and Assessment for Family Engagement (Project SAFE). While this project

did show promising results, there were some limitations:

- o The pilot occurred in two offices (El Monte and Metro North),
- o Number of participants was 200,
- o Screening and Assessment protocol only identified those with severe substance use disorders requiring formal long-term treatment, and
- o Did not provide a component for testing only services that DCFS is required to provide in response to court orders.

The Department is pursuing development of a countywide comprehensive screening, assessment, testing, and treatment program in consultation with the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration's National Center on Substance Abuse and Child Welfare. In the interim, the Department requested and received approval from the California Department of Social Services (CDSS) Contracts Bureau to extend the contract number 76862 for one year

Implementation of Strategic Plan Goals

This amendment is consistent with the principles of the Countywide Strategic Plan Goal #2, Fiscal Sustainability – which involves strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship; Strategic Initiative 2 – Title IV–E Waiver Implementation and Renewal, which involves improving outcomes for children and families served to ensure fewer children and youth are in foster care and for a shorter length of stay

FISCAL IMPACT/FINANCING

The Maximum Contract Amount for the one-year extension of the contract is \$1,540,000. The contract costs will be funded by 36 percent (\$554,400) Federal funds, 33 percent (\$508,200) State revenue, and 31 percent (\$477,400) net County cost (NCC). Funding is included in the Department's Fiscal Year 2013-14 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 9, 2008, the Board authorized the contract with PTL effective January 1, 2009, through December 31, 2009, with two additional one-year extension options through December 31, 2011, and an option to extend for six months.

On December 6, 2011, the Board authorized extending the contract for one year, effective January 1, 2012, through December 31, 2012, while the Department completed the Project SAFE pilot.

On November 26, 2012, the Director of DCFS used Board-delegated authority to execute Amendment Number Five to extend the contract for six months, effective January 1, 2013, through June 30, 2013.

This Amendment Number Six extends this contract one final year through June 30, 2014.

DCFS evaluated and determined that the Amendment complies with the Living Wage Program

(County Code Chapter 2.201). These services cannot be effectively performed by County employees. Currently, there are no outstanding debts owed the County by the contractor.

This amendment complies with applicable CDSS Contracting Policy regulations, 23-604.4.41, and 23-604.4.42; the unit price has not increased from the price quoted by the contractor in the 2008 IFB.

PTL complies with all Federal, State, County, and Board requirements, and no provision for automatic cost of living increases is included in this amendment. The contract includes language stipulating the County has no obligation to pay for expenditures beyond the contract amount. Further, Pacific Toxicology Laboratories will not be asked to perform services that exceed the contract amount, scope of work, or contract effective dates.

The Chief Executive Office and County Counsel have reviewed the Board letter and the attached amendment. The amendment was approved as to form by County Counsel.

CONTRACTING PROCESS

On February 1, 2013, CDSS approved DCFS' request to extend the Drug and Alcohol Testing Services Contract for one year from July 1, 2013, through June 30, 2014, while DCFS completes an IFB. No additional contracting process is required.

CONTRACTOR PERFORMANCE

The contractor has continually met all performance standards as outlined in the current contract and has been determined to be a responsive and responsible contractor by the County's Program Manager. No money is owed to the County by the contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without the approval of the recommended action, DCFS will have difficulty in ensuring parents or relative caregivers are tested as required in court orders.

CONCLUSION

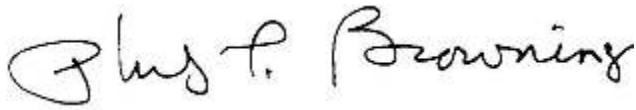
Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and Amendment to the Department of Children and Family Services and send one copy to the contractor.

The Honorable Board of Supervisors

6/4/2013

Page 4

Respectfully submitted,

A handwritten signature in black ink, reading "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:CMM:EM

EO:vaw

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



AMENDMENT NUMBER SIX TO

URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL
TESTING SERVICES

CONTRACT NUMBER 76862

WITH

PACIFIC TOXICOLOGY LABORATORIES

76862

Supplement No.

2

AMENDMENT NUMBER SIX
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 76862 WITH
Pacific Toxicology Laboratories

This Amendment Number Six to the Urine Sample Collection for Drug and Alcohol Testing Services Contract Number 76862, (hereinafter referred to as "Contract") and adopted by the Board of Supervisors on December 9, 2008, is made and entered into by and between County of Los Angeles (hereinafter referred to as "COUNTY") and Pacific Toxicology Laboratories (hereinafter referred to as "CONTRACTOR") this 4th day of June, 2013.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract Number 76862, adopted by the Board on December 9, 2008, effective January 1, 2009 and CONTRACTOR has been providing Urine Sample Collection for Drug and Alcohol Testing Services to the COUNTY;

WHEREAS, Amendment Number One added the defaulted property tax reduction program and renewed the term of the contract for another year from January 1, 2010 through December 31, 2010,

WHEREAS, Amendment Number Two extended the contract from January 1, 2011 through December 31, 2011,

WHEREAS, Amendment Number Three increased the Maximum Contract Sum by Forty Thousand Dollars (\$40,000) from Four Million Two-Hundred Thousand (\$4,200,000) to Four Million Two Hundred Forty Thousand Dollars (\$4,240,000),

WHEREAS, Amendment Number Four extended the contract from January 1, 2012 through December 31, 2012,

WHEREAS, Amendment Number Five increased the Maximum Contract Sum by \$100,000 from Five Million Six Hundred Eighty Thousand Dollars (\$5,680,000) to Seven Million Three Hundred Twenty Thousand Dollars (\$7,320,000) and extended the term of the contract for six months.

WHEREAS, the purpose of this Amendment is to extend the term of this Contract beginning July 1, 2013 through June 30, 2014, and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR agree to amend the Urine Sample Collection for Drug and Alcohol Services Contract as follows:

1. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 2.0, TERM is amended to add subparagraph 2.1.6 to read as follows:

2.1.6 This term of this Contract is extended beginning July 1, 2013 through June 30, 2014, unless terminated earlier.

2. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 3.0 CONTRACT SUM is amended to add subparagraph 3.1.1.3 to read as follows:

3.1.1.3 The maximum contract sum for this contract is \$9,630,000.

3.1.1.3.1 The maximum annual contract sum for this contract from July 1 2013 through June 30, 2014 is \$1,540,000.

3. Exhibit A6-E Budget for the period of July 1, 2013 through June 30, 2014 is attached to this amendment and incorporated by reference as a part of Exhibit 6.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER SIX
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL
TESTING SERVICES CONTRACT NUMBER 76862**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Six to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Six to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.



ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By [Signature]
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Los Angeles County

Pacific Toxicology Laboratories.
CONTRACTOR

By [Signature]

Name NEIL PATRICK

Title CEO

By [Signature]

Name Jeff HANCOCK

Title CEO

95-3926170
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
JOHN KRATTLI, COUNTY COUNSEL

BY [Signature]
David Beaudet, Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25

JUN 04 2013

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

LINE ITEM BUDGET

BIDDER: **Pacific Toxicology Laboratories**

Date: March 27th, 2013

1. DIRECT COSTS

A. Payroll Costs:

Position Title/Description	# of Positions	% of Time	Annual Salary	Annual Cost
Project Director	1	50%	39,600	19,800
Lab Director	1	30%	99,000	29,700
Accessioning Supervisor	1	25%	57,720	14,400
Accessioners	3	100%	21,400	64,200
Analyst	1	35%	45,000	15,800
Medtech (extraction)	1	50%	40,800	20,400
Lab Supervisor	1	50%	97,300	48,700
Positive Certifier	1	50%	60,800	30,400
Client Services (Lead)	1	25%	39,500	9,900
Client Services Reps	4	100%	27,000	108,000
Supply Clerk	1	30%	42,400	12,700
Billing Coordinator	1	40%	41,100	16,400
IT Manager	1	10%	89,000	8,900
IT Assistant	1	25%	29,100	7,300
Subtotal:				406,600

B. Employee Benefits:

Description	Number of Employees	Monthly Cost	Annual Cost
Medical Insurance	11.00	610	80,500
Dental Insurance	11.00	160	1,900
Subtotal:			82,400

C. Payroll Taxes (List all appropriate, e.g., FICA SUI, Workers' Compensation, etc.)

Description	Number of Employees	Monthly Taxes	Annual Taxes
FICA	11.00	2,100	25,200
Workers' Compensation	11.00	400	4,500
State Disability	11.00	70	800
Subtotal:			30,500

D. Insurance, Equipment and Operation Expenses

Description	Monthly Cost	Annual Cost
Collection Fees	47,500	570,000
Collection Kits/COCs	3,800	45,600
Reagents and Lab Supplies	10,400	124,800
Liability/Auto/Professional Insurance	890	10,700
Sample Transportation	4,000	48,000
Telephone and Utilities	3,500	41,500

Office, Space, Facilities Leases/Rents/Mortgage	3,600	43,400
Subtotal:		884,000

TOTAL DIRECT COSTS		1,403,500
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2. INDIRECT COSTS

Description	Monthly Cost	Annual Cost

TOTAL INDIRECT COSTS		0
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TOTAL DIRECT AND INDIRECT COSTS		1,403,500
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PROFIT RATE (%)	3.4%	TOTAL PROFIT AMOUNT	49,820
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TOTAL ANNUAL COST		\$1,453,320
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TOTAL MONTHLY COSTS	121,110
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